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ABSTRACT

The collective bargaining agreement between the Michigan State University Board of Trustees and the Michigan State Administrative-Professional Association, an affiliate of the American Association of University Professors (AAUP), is presented covering the period October 1, 1985, through September 30, 1988. The following 46 articles are covered: recognition; management's rights; management security; aid to other labor unions; association membership (dues, checkoff, compliance, revocation, etc.); association rights, including release time and proportional benefits; employment status, including hours and benefits; probationary/trial period; seniority; settlement of disputes (time limits, back wages, reprimand, suspension, discharge, grievance, and special conferences); official personnel folders; performance evaluations; promotion/demotion; filling vacancies; classification and reclassification of positions; reduction in force; compensation programs; special provisions, including overtime; leaves of absence with and without pay; vacation pay; personal leave; holidays; sick leave; educational leave for veterans; maternity leave; flexible appointments; longevity pay; jury duty and military pay; funeral days; retiree/over 65 life insurance; accident insurance; dental program; life insurance; extended disability leave; long term disability; travel accident insurance; educational assistance; course fee courtesy program; retirement plan; health care coverage; scope and terms of agreement. An alphabetical index is included. (LB)

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# AGREEMENT

*between*

# BOARD OF TRUSTEES OF MICHIGAN STATE UNIVERSITY

*-and-*

# MICHIGAN STATE UNIVERSITY ADMINISTRATIVE-PROFESSIONAL ASSOCIATION

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October 1, 1985, through September 30, 1988

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## PURPOSE AND INTENT

This Agreement entered into by the parties has as its purpose the promotion of harmonious relations between the Employer and the Administrative Professional Association, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment.

The parties recognize that the interest of the Employer and job security of the employees depend upon the Employer's success in establishing a proper service to the State.

To these ends, the Employer and the Administrative-Professional Association encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

## ARTICLE 1

## RECOGNITION

-1 Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Michigan State University Administrative Professional-Association as the exclusive collective bargaining representative for those employees in the defined bargaining unit for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

-2 On August 2, 1985, the Michigan State University Administrative-Professional Association was certified by the Michigan Employment Relations Commission in Case No. R85 H-207 as the representative for all regular full-time and regular part-time Administrative and Professional employees serving in a non-supervisory capacity and located upon the main campus of Michigan State University, East Lansing and Lansing, Michigan. Excluded are: Executive, Supervisors and Confidential employees.

## ARTICLE 2

## MANAGEMENT'S RIGHTS

-3 Except as provided in this Agreement, nothing contained in this Agreement shall be deemed to limit the Employer in any way in the exercise of the regular and customary functions of management. Such regular and customary functions include, but are not limited to, the right to hire, promote, transfer, and layoff because of lack of funds, lack of work and/or other cause; discipline, suspend and discharge for just cause; decide the work to be performed and the number and location of employees and units; determine the methods, schedules and means of conducting activities; and promulgate policies, procedures, rules and regulations for the orderly and efficient operation of the University.

## ARTICLE 3

## MANAGEMENT SECURITY

-4 The parties of this Agreement mutually recognize that the services performed by employees covered by this Agreement are services essential to the efficient operation of the University. The Association, therefore, agrees that there shall be no interruption of these services, for any cause whatsoever.

-5 The Association recognizes that strikes by public employees are prohibited by Act 336, Public Acts of 1947, as amended by Act 379, Public Acts of 1965 as amended, and agrees that it will comply with said Act.

-6 The Association and its officials will not cause, support, or condone, nor shall any employee or employees take part in any action against or any interference with the operations of the University during the term of this Agreement.

## ARTICLE 4

## AID TO OTHER LABOR UNIONS

-7 The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Association.

-8 The Employer shall not enter into any other agreements with employees in this bargaining unit, individually or collectively which in any way conflicts with the provisions hereof.

## ARTICLE 5

## ASSOCIATION MEMBERSHIP

### I. Dues/Service Fee

-9 As a condition of employment each employee of the Bargaining Unit on or before the 30th day after the effective date of this Agreement or on or before the 30th day after employment in the Bargaining Unit, whichever is later, and monthly thereafter, shall tender to APA either periodic and uniformly required Association dues, or in the alternative, service fees in an amount equal to these dues as set forth in the Bylaws of the Michigan State University Administrative-Professional Association.

### II. Checkoff

-10 The Employer, at the time of hire, rehire, reinstatement or transfer of an employee into the Bargaining Unit, shall apprise the prospective member of these provisions and shall present to her/him an Application for Membership and an Authorization for Checkoff of Dues, such forms to be provided by the Association.

-11 If the employee desires to join APA, the employee shall complete both the Application for Membership and the Authorization card for Checkoff of Dues and return them to the APA financial officer.

-12 If the employee does not desire to join the APA, the employee shall complete only the Authorization card for Checkoff of Dues, so that APA may collect from the employee its service fees equal to the monthly dues, and return it to the APA financial officer.

-13 If the employee desires to tender dues or fees directly to the Association, the employee will so indicate on the Authorization for Dues form which shall be transmitted to the Association on or before the 30th day of employment with dues or fees equivalent to 12 months dues or fees. Adjustment of dues or fees shall be made at the end of 12 months from these receipts. Excess amounts then will be returned to the employee within 10 days of demand and insufficient amounts will require payment within 10 days of notice. Each year will again require deposit of such a sum and the procedure indicated above will be applied.

-14 During the life of this Agreement and in accordance with the terms of the authorization for Checkoff of Dues, the Employer agrees to deduct membership dues or service fees levied in accordance with the Bylaws of the Association from the pay of each employee who executes or has executed the authorization for Checkoff of Dues.

-15 The initial deduction for any employee shall not begin unless the authorization for Checkoff of Dues and the certification of the APA's financial officer as the amount of the periodic Association dues or service fees have been delivered to the Employer's Payroll Department at least 15 calendar days prior to the affected payday.

-16 All monies deducted by the Employer shall be remitted to the APA's financial officer once each month by the 20th calendar day of the month following the month in which deductions were made together with a list of current employees showing the amount of Association dues or service fees deducted from each employee.

-17 In cases where a deduction is made which duplicates a payment already made to APA by an employee, or where a deduction is not in conformity with the Bylaws of the Association, refunds to the employee shall be made by APA.

-18 The Employer shall not be liable to APA by reason of Section B of this agreement for the remittance or payment of any sum other than that constituting actual deductions made from the pay earned by the employee.

-19 The Employer shall not, during the life of this agreement, deduct dues or service fees from employees in this Bargaining Unit for any organization other than the Association without APA's written permission.

-20 APA shall protect and save harmless the Employer from any and all claims, demands, suits, and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with this agreement.

III. Termination for Failure to Comply

-21 An employee in the Bargaining Unit who fails to tender to the Association either periodic and uniformly required Association dues, or in the alternative, service fees in an amount equal to these dues as set forth in the Bylaws of the Association shall be terminated by the Employer, provided the following stipulations are adhered to:

-22 The Association shall notify the employee by certified or registered mail explaining that the employee is delinquent in not tendering required Association dues or services fees, specifying the current amount of the delinquency and warning her/him that, unless the delinquent dues or services fees are paid within ten (10) working days of such notice, the employee shall be reported to the Office of Employee Relations with a request to terminate the employee as provided in this agreement.

-23 If either the dues or services fees are not paid, the Association shall provide a copy of the letter sent to the employee and the

following notice to the Office of Employee Relations at the end of the 10-day period:

-24 The Association certifies that _____name_____ has failed to tender either the periodic and uniformly required Association dues or service fees required as these dues as set forth in the Bylaws of the Association shall be terminated by the Employer, provided the following stipulations are adhered to:

-25 The Association shall notify the employee by certified or registered mail explaining that the employee is delinquent in not tendering required Association dues or services fees, specifying the current amount of the delinquency and warning her/him that, unless the delinquent dues or services fees are paid within ten (10) working days of such notice, the employee shall be reported to the Office of Employee Relations with a request to terminate the employee as provided in this agreement.

-26 If either the dues or services fees are not paid, the Association shall provide a copy of the letter sent to the employee and the following notice to the Office of Employee Relations at the end of the 10-day period:

-27 The Association certifies that _____name_____ has failed to tender either the periodic and uniformly required Association dues or service fees required as a condition of continued employment under the collective bargaining agreement and demands that the employee be terminated under the terms of this agreement.

-28 The employee shall be terminated by the Employer within thirty (30) working days following receipt of the above letter and notice.

Termination of Limitation

-29 If an employee has tendered directly to the Association her/his membership dues or the service fee, or has a written authorization in effect requiring the deduction of dues or service fee, the employee shall not, under any circumstances, risk the loss of job because of a lack of good standing in the Association. The Association cannot cause the discharge of an employee who has resigned from or has been expelled by the Association for any reason other than her/his failure to tender the dues or service fee to the Association.

Disputes Concerning Compliance

-30 The Association shall protect and save harmless the employer from any and all claims, demands, suits, and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with this agreement.

IV. Revocation Cards

-31 The Employer will notify the Association monthly of the names of employees transferred outside the Bargaining Unit. Such employees shall cease to be subject to dues/service fee deductions at such time as they sign dues revocation cards and file notice with the Association.

## ARTICLE 6

## ASSOCIATION RIGHTS

ASSOCIATION RIGHTS

-32 All employees and regular members of the Association and the lawful representative of the Association shall have the right to engage in any lawful concerted action or activities for the purpose of collective bargaining or for the mutual aid and protection of the Association and its members.

-33 The Association shall be permitted to schedule meetings on University property so long as such meetings are not disruptive of the duties of the employees of the University or the efficient operation of the University.

-34 The Association President shall have the right to enforce the provisions of this Agreement.

-35 The Employer shall have the right to adopt reasonable rules and regulations not inconsistent herewith. If after transmittal to the Association President of rules and regulations, and the Association has not processed a grievance alleging unreasonableness within 14 calendar days after receipt, the rules and regulations shall no longer be grievable. Thereafter, grievances related to rules and regulations shall be limited to their enforcement and penalties resulting therefrom.

-36 There shall be no discrimination against any employee because of his/her duties as an Association official, representative or committee member.

-37 The Employer agrees that Bargaining Unit work will not be eliminated for the purpose of undermining the Association.

RELEASE TIME

-38 For the purpose of release time, the number of Executive Board Officers may not exceed twelve. The total aggregate number of working hours of release time for these employees shall not exceed thirty (30) hours per month excluding time afforded Grievance Officer and the Association President. The Office of Employee Relations must receive notice of individuals and release time to be used at least two (?) working days in advance.

-39 The Association President shall normally be released from his/her regular work assignment without loss of time, pay or other benefits upon prior notice to his/her supervisor when required to perform the following-- such time off shall not exceed eight (8) hours per week except with the specific approval of the Employer:

A. Resolve any difference concerning the content and application of provisions of this Agreement.

B. Represent members at hearing or proceedings affecting rights or benefits provided by this Agreement, or such other University related activities as may be appropriate.

C. Attend official Board of Trustees meetings only when the agenda includes matters pertinent to the proper administration of the Association.

D. Confer with the Grievance Officer when necessary.

-40 An Association representative shall be allowed time off his/her job without loss of pay up to eight (8) hours per week to investigate grievance(s) he/she is to discuss or has discussed with the Employer, upon having received permission from his/her supervisor to do so. The Association shall notify the Employer as to the name of its Association representative.

-41 The Employer agrees that accredited representatives of the Association shall have reasonable access to the premises of the Employer during regular business hours to conduct Association business. Such representatives shall give advanced notice of their presence to the supervisor concerned and such visits shall not be disruptive of the Employer's operation.

BARGAINING COMMITTEE

-42 The bargaining committee of the Association will include not more than seven (7) bargaining unit members and two (2) alternate members employed by the University. It may also include non-employed representatives of the Association, not more than two (2) in number. The Association will give to the Employer, in writing, the names of its employee representatives on the bargaining committee at least sixty (60) days prior to the expiration date of this Agreement.

-43 Employee members of the bargaining committee will be paid by the Employer for time spent in negotiations with the Employer, but only for the straight time hours they would otherwise have worked on their regular work schedule. For the purpose of computing overtime, time spent in negotiations shall be considered as hours worked to the extent of the regular work schedule hours which otherwise would have been worked by the committee member.

## ARTICLE 7

## EMPLOYMENT STATUS

-44 Employees have an employment status designated as regular, flexible, temporary, on-call or off-date appointments. The number of hours regularly scheduled to be worked each week may range from full-time to part-time.

A. Status of Employment

-45 Regular: Employee works a continuing schedule of predetermined hours each week.

-46 Flexible:

Type 1: full-time active employment for 9, 10, or 11 months per year with a prescheduled unpaid leave of absence with benefits ("flex-leave") during the remaining months.

Type 2: 75-89% scheduled time active employment over the entire calendar year (30-35 hours per week) with part-time equivalent salary.

-47 Temporary: Hired to work less than nine (9) months.

-48 Off-Date:

a. At the time of appointment to this position an estimated ending or off-date is given. This ending date is the latest date the employee is intended to work. It may be extended by written mutual agreement.

b. Off-date employees hired for 9 months or more are designated "regular."

c. Off-date employees are not eligible for University layoff procedures.

B. Hours of Employment

-49 Full-time: Scheduled to work regularly 36-40 hours per week.

-50 Three-quarter time: Scheduled to regularly work 26 hours but less than 36 hours per week. (Flex-Time: Type 2 if 30-35 hrs. per week)

-51 One-half time: Scheduled to regularly work 20 hours but less than 26 hours per week.

## Proportional Benefits

-52 Provisions of this Agreement, unless specifically modified, shall be apportioned to persons assigned less than full-time in the following manner:

| | |
|---|---|
| 26 hours but less than 36 hours | 75% |
| 20 hours but less than 26 hours | 50% |

## ARTICLE 8

## PROBATIONARY/TRIAL PERIOD

### I. Probationary Period

-53 Employees shall serve a one (1) year probationary period commencing at the time of hire as a new employee with the University or entry into the Bargaining Unit from other University employment.

-54 Written evaluation(s) shall be prepared by the probationary employee's supervisor, summarizing overall job performance, which shall be reviewed with the employee. If a probationary employee's performance is unsatisfactory, such fact shall be communicated to the employee as soon as is practicable in order to give the employee the opportunity, if possible, to improve her/his performance.

-55 The Association shall represent probationary employees for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment; however, no matter concerning the discipline, layoff or termination of a probationary employee shall be subject to the grievance or arbitration procedures.

### II. Trial Period

-56 An employee who changes classification within the Bargaining Unit shall serve a six (6) month trial period, which trial period may be extended by the Employer for an additional six (6) months upon providing to the employee written notice not less than five (5) calendar days prior to the completion of the original six (6) month trial period. The determination to extend the six (6) month trial period for an additional six (6) months shall not be grievable.

-57 In the event the trial period is unsatisfactory or the employee does not wish to continue in the position, every effort will be made to return the employee to a former grade level and comparable classification, or if no position is available the employee will be placed on layoff with full recall rights.

### III. Termination of Probationary/Trial Period

-58 Following the giving of notice that a probationary or trial period is to be terminated early, any additional time served before actual severance may not be counted toward completion of the probationary or trial period.

## ARTICLE 9

## SENIORITY

-59 Seniority is defined as the length of continuous employment, except as provided in Paragraph 3 below, starting with the original date of hire with the University. Periods of authorized leaves of absence do not cause loss of seniority.

-60 Seniority rights are relinquished by the employee for the following reasons:

A. Voluntary resignation.
B. Retirement.
C. Termination.
D. Failure to accept recall from layoff provided the position offered was at a comparable compensation grade level to provide the employee 80% or more of his/her salary earned at the time of layoff.
E. Failure to return from leave of absence.
F. Failure to be recalled from layoff based on the following:

| University Seniority | Recall Rights |
|---|---|
| 0 to 2 years | Length of University Seniority |
| 2 to 10 years | 2 years |
| 10 to 15 years | 3 years |
| 15 to 20 years | 4 years |
| 20 years plus | 5 years |

61 Employees returning to employment with the University within twelve (12) months of termination from University employment shall receive credit for all past seniority upon successful completion of a six (6) month trial period.

## ARTICLE 10

## SETTLEMENT OF DISPUTES

### I. General Conditions

-62 At any hearing, conference or meeting which may result in disciplinary action to an employee in the bargaining unit, the employee may and is encouraged to request the presence of an Association representative. The employing department must, if requested by the employee, allow sufficient time for the employee to arrange to have Association representation.

-63 The parties agree that any individual employee at any time may present grievances to the Employer and have the grievances adjusted, without intervention of the Association, if the adjustment is not inconsistent with the terms of this Collective Bargaining Agreement now in effect, providing that the Association has been given the opportunity to be present at such adjustment.

-64 Grievances may be handled by Association representatives in the processing or hearing of any grievance not to exceed three (3) persons, excluding the aggrieved employee. Representatives of the Association engaged in processing or hearing any grievance during regular scheduled working hours shall be paid for such time lost at the regular rate of pay, but in no event will more than three (3) representatives of the Association be paid for participation in any one session.

-65 The Association Grievance Officer may represent the employee at all steps of the grievance procedure.

-66 The Association Grievance Officer shall be allowed time off without loss of pay, to investigate grievance(s) to be discussed or which have been discussed with the Employer upon having received permission from his/her supervisor to do so. The Association shall notify the Employer as to the name of its Grievance Officer.

-67 An alternate Grievance Officer shall be designated by the Association to act when the Grievance Officer is unavailable.

-68 The Grievance Officer shall continue on the assigned duty during the term of office.

### Time Limits

-69 When reference to calendar days is made in this Article, holidays shall not be considered in these time periods. Time limits set forth in this grievance procedure shall be strictly adhered to unless such time shall be extended by mutual agreement of the parties.

-70 Steps of the grievance procedure may be waived in writing by mutual agreement of both parties. The grievant may withdraw a grievance at any step of the procedure. Grievances so withdrawn shall not be reinstated.

-71 If the Employer fails to schedule a meeting or answer the grievance within the designated time limits, the grievance may be appealed to the next step of this grievance procedure within twenty-one (21) calendar days of the date of the expiration of the applicable time limit.

-72 If a grievance is not appealed within ten (10) calendar days after receipt of the previous step answer, the grievance shall be considered settled on the basis of the Employer's last answer and not be subject to further review.

Computation of Back Wages

-73 No claim for back wages shall exceed the amount the employee would otherwise have earned including offsets for unemployment compensation, worker's compensation and any replacement wages earned.

II. Reprimand, Suspension or Discharge

-74 In the event an employee is disciplined by written reprimand, or written suspension or discharged by written notification, copies shall be given to the employee and mailed to the Association at the time it is given to the employee and a copy placed in the employee's official personnel folder. Such notice shall be specific and outline the reasons for the disciplinary action.

-75 The affected employee will be allowed to discuss his/her disciplinary action with an Association representative, and the Employer will make available an area where he/she may do so if he/she is required to leave the premises.

-76 In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than two (2) years previously if there has been no further disciplinary action taken during that time.

-77 Should the reprimand, suspension or discharge be considered without just cause, it shall be appealed as a grievance within twenty-one (21) calendar days after written notification of the discipline is received by the affected employee. A grievance over a written letter of reprimand shall be submitted at Step 2 of the grievance procedure whereas a grievance over a suspension or discharge shall be submitted at Step 3. Failure to submit a written grievance within the time limits shall constitute a waiver of all claims concerning such disciplinary action or discharge.

## III. Grievance Definition and Procedure

-78 The following grievance procedure is established for use by Administrative-Professional employees and the Association who feel they have a grievance or complaint alleging a violation, misinterpretation, or a misapplication of this agreement.

-79 A grievance shall be defined as a written dispute concerning the interpretation, application and alleged violation of any of the terms of this Agreement.

-80 Any employee having a dispute over the interpretation or application of the terms of this Agreement, shall present it to the Employer in a manner following.

-81 A group grievance shall be only one in which the fact(s) in question and the provisions of the Agreement alleged to be violated are the same as they relate to all employees in the identified group. In the event that employees have a group grievance, the Grievance Officer shall submit the grievance on behalf of all affected employees. When the affected group is contained within one department, college, or division, the grievance shall be initiated at Step 2 of the grievance procedure. Any other group grievance shall begin at Step 3.

-82 At each step of the grievance procedure, the employee may request the presence of the Association Grievance Officer.

### Oral Step

-83 If an employee believes he/she has a problem in connection with his/her employment, he/she shall discuss it with his/her immediate supervisor.

### Step 1

-84 If the problem is not resolved, the grievance must be reduced to writing and presented to the immediate supervisor within fourteen (14) calendar days after its alleged occurrence in order to be a proper matter for the grievance procedure. The grievance shall be dated and signed by the aggrieved employee and the Grievance Officer, and shall set forth the facts including the dates and provisions of this Agreement that are alleged to have been violated and the remedy desired. The grievance shall not be considered submitted until the immediate supervisor receives the written grievance. The immediate supervisor will schedule a meeting with the grievant and the Grievance Officer, if requested by the employee, within seven (7) calendar days from the day the written grievance was received. The immediate supervisor will then answer the grievance in writing within seven (7) calendar days from the meeting at which the grievance was discussed.

Step 2

-85 Any appeal of a decision rendered by the immediate supervisor shall be presented in writing to the administrative head or designee within seven (7) calendar days of the date of receipt of the written decision of the immediate supervisor. The appeal shall state the reason(s) why the decision of the immediate supervisor was not satisfactory. The grievance shall not be considered appealed until the administrative head or designee receives it, dates it and returns a copy to the presenter. The administrative head or designee shall schedule a meeting within seven (7) calendar days with the grievant, the Grievance Officer if requested, and representatives designated by the Employer to discuss the grievance. The administrative head or designee shall then give a decision in writing to the presenter within seven (7) calendar days of the meeting.

Step 3

-86 If the answer from the administrative head or designee is not satisfactory, the Association shall submit an appeal within seven (7) calendar days of the receipt of the Step 2 answer to the Director of Employee Relations or designee, indicating the reasons why the written answer of the administrative head or designee was unsatisfactory. The Office of Employee Relations will schedule a meeting between no more than three (3) representatives of the Association, excluding the grievant, and three (3) representatives of the Employer within seven (7) calendar days from the date the appeal is received to discuss the grievance. The Office of Employee Relations will then answer the grievance in writing within ten (10) calendar days from the date of the meeting at which the grievance was discussed.

Step 4

-87 If the Office of Employee Relations' answer is unacceptable, settlement may be determined by a decision of an arbitrator selected by the parties. The Association will notify the Office of Employee Relations within twenty-one (21) calendar days after the receipt of the Step 3 answer if the Association wishes to appeal the grievance to arbitration, indicating why the Office of Employee Relations' answer is not satisfactory. In the event the Association and the Office of Employee Relations do not agree on an arbitrator within seven (7) calendar days, the Association shall file the demand for arbitration with the American Arbitration Association (AAA) or Federal Mediation and Conciliation Services (FMCS) within seven (7) calendar days of failing to mutually agree on an arbitrator. The fees and approved expenses of an arbitrator will be paid for by the parties equally. The rules of the AAA or FMCS shall apply to all arbitration hearings.

-88 The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement nor shall he/she substitute his/her discretion for that of the Employer or the Association where

such discretion has been retained by the Employer or the Association, nor shall he/she exercise any responsibility or function of the Employer or the Association.

-89 The arbitrator shall have no authority to establish wage and salary scales, to change any wage or salary rate, or change classification descriptions except as otherwise provided in this Agreement.

-90 Excluded from arbitration are disputes and unresolved grievances concerning merit increase decisions and those matters provided for in provisions on Probationary Employees, Filling Vacant Positions and Classification/Reclassification of Positions.

-91 Finality of Decisions. The arbitrator's decision shall be final and binding upon the Association and its members, the employee or employees involved and the Employer, provided however, either party retains all legal rights to challenge arbitration decisions thereof where such action is beyond the power of the arbitrator or where the award was procured by fraud, misconduct or unlawful means.

IV. Special Conferences

-92 The Employer and the Association agree to meet and confer on matters of clarification of the terms of this Agreement or other items as mutually agreed. Each party shall be represented by not more than four (4) persons at special conferences.

-93 Employees released to attend the special conference may meet, if on the Employer's property, at a place designated by the Employer, for a period not to exceed one-half (1/2) hour immediately preceding the conference.

-94 Employees released to attend special conferences will be paid by the Employer for time spent in special conferences, but only for the straight time hours they would otherwise have worked on their regular work schedule.

## ARTICLE 11

## OFFICIAL PERSONNEL FOLDERS

-95 Each employee shall have the right, upon request, to examine the content of her/his own Official Personnel Folder(s), the only exclusion being confidential pre-employment credentials of an evaluative nature.

-96 The employee shall make an appointment with the responsible managerial personnel to examine her/his Official Personnel Folder(s). Managerial personnel shall be present when the employee examines her/his Official Personnel Folder(s) and the employee may be accompanied by a representative of the Association if the employee so desires. The employee may designate in writing her/his desire to have a representative of the Association examine her/his file in her/his absence in a disciplinary matter, and the designated representative shall be allowed to examine the Official Personnel Folder(s).

-97 No derogatory statement about an employee of which the employee would not normally have a copy or be aware, shall be filed in the employee's Official Personnel Folder(s) unless the employee is provided a dated copy. The employee has the right to submit a statement(s) concerning negative evaluative reports for inclusion in the Official Personnel Folder(s). Brief statements may be submitted for inclusion in the employee's Official Personnel Folder(s).

-98 Upon an employee's written request to the Office of Personnel Administration, any records of disciplinary action which occurred more than twenty-four (24) months prior to the request shall be removed from the Official Personnel Folder(s), if the employee's performance has been satisfactory within the past twenty-four (24) months. This section may not be used to remove performance evaluations from the Official Personnel Folder(s).

## ARTICLE 12

## PERFORMANCE EVALUATIONS

-99 In order to effectively review, monitor and recognize an employee's performance it is the policy of the University to provide performance evaluations annually or more often if deemed appropriate by the Supervisor and shall become part of the employee's personnel file for all purposes. The employee may place written comments regarding the performance evaluation in the personnel file. Whenever an employee receives an overall "Less Than Satisfactory" evaluation, the employee shall be reevaluated within 90 days.

## ARTICLE 13

## PROMOTION/DEMOTION

### A. Promotion

-100 A "promotion" is defined as the movement of an employee to a higher grade level. An employee promoted one grade level shall receive a minimum salary increase of five (5%) percent or placed at the minimum rate for the new level--whichever is greater. An employee promoted two or more grade levels shall receive a minimum salary increase of ten (10%) percent or placed at the minimum rate for the new grade level--whichever is greater. The Employer is not prohibited from giving APA employees salary increases that exceed these minimums.

### B. Demotion

101 A "demotion" is defined as the movement of an employee to a lower grade level other than by reclassification or voluntary transfer. The pay rate of an employee who is demoted will be reduced by five (5%) percent if the grade level is lowered one grade level and ten (10%) percent or more if the grade level is lowered two or more grade levels. The Employer may make exceptions to this provision when deemed appropriate.

## ARTICLE 14

## FILLING VACANT POSITIONS

-102 The recruitment of applicants and the filling of vacant positions is the responsibility of the Employer. All candidates who possess the posted qualifications shall be considered to advance the concept of promotion from within the ranks of the University. The Office of Personnel Administration will provide employing departments with a list of the candidates. All candidates who possess the posted qualifications shall be considered. In any instance where there are two or more on-campus bargaining unit candidates possessing the posted qualifications, at least two (2) of said candidates shall be interviewed.

-103 The responsibility for determining which candidates shall be interviewed will reside with the employing department. This determination will be based upon information obtained from the candidates' credentials. The department should take longevity of service into account when determining who will be interviewed, but ability to do the work shall be the prime factor for setting the interview list.

104 If any outside candidate is hired over an interviewed on-campus employee or an interviewed employee on layoff status, the Association shall be provided with a copy of the Position Vacancy Record which will contain the reasons for selection and non-selection. This shall be done in a timely manner. If the procedures outlined above have been followed, the determination will not be grievable; however, the Association may request a Special Conference to discuss the issue.

## ARTICLE 15

## CLASSIFICATION/RECLASSIFICATION OF POSITIONS

105 The Employer establishes and maintains a system for the evaluation and classification of all bargaining unit positions. The authority to classify new positions, reclassify existing positions and eliminate positions is vested in the Office of Personnel Administration.

-106 When a classification is established or modified, the grade level for the classification shall be fixed by the Employer and the Association shall be notified prior to implementation. The compensation level shall be in conformity with rates established for positions of similar responsibility. If there is a disagreement over the compensation assigned the position, a special conference may be scheduled with the Office of Employee Relations. If the disagreement is not resolved, the Association may file a demand for arbitration within fourteen (14) calendar days of the special conference. The Arbitrator shall be limited to determining the appropriateness of the compensation level assigned the position but shall be without power to assign a compensation level for the classification.

-107 The unit administrator will normally initiate requests for position reclassification. However, requests may be initiated by the Association. Such requests shall be directed to the Assistant Vice President Personnel and Employee Relations whose decision on the request shall not be subject to review or grievance. If a request made under this paragraph is not approved, written reasons will be provided the Association.

-108 The salary of an employee whose position is reclassified to a higher grade level shall be no less than the minimum salary of the higher grade level.

### Tripartite Classification Study

-109 The Employer is contemplating having a comprehensive classification study performed for Administrative-Professional, Administrative-Professional Supervisors and Clerical-Technical positions. The study is planned to begin in 1986.

-110 In this regard the Association shall participate in this study by being fairly represented on any committee(s) established to work with the consultant throughout the course of the study, to the extent that the members of the Association are affected in any way by the study.

## ARTICLE 16

## REDUCTION IN FORCE

-111 The University endeavors to provide continuing employment for employees. However, reductions in work force may be necessary due to lack of funds, lack of work, and/or other cause. Whenever practicable, the reductions should be made by restricting recruitment, transfers to vacant lateral or lower level positions where the employee is capable of performing the work and/or normal attrition, but if deemed necessary by the University, layoffs will be utilized.

General Provisions:

-112 For purposes of layoff only, layoffs shall be within units identified below.

-113 Employees to be laid off shall be given a minimum of thirty (30) calendar days notice -- a copy of which will be sent to the Association president -- not to be offset by accrued vacation.

-114 Where ability to perform the work remaining is equal, the Employer will follow these priorities for reduction in force:

A. Temporary before permanent.

B. Probationary before non-probationary.

C. Employees with unsatisfactory records before employees with satisfactory records.

D. Employees with short service before employees with long service.

-115 Recall from Layoff. Recall is the reinstatement of a laid off employee to active status within the period as defined in the provision on seniority. In the event of recall, the employee will retain the original service date but will not receive service credits for the period of layoff. Accrued sick leave will be reinstated when the employee returns to work. Copies of notices of recall shall be sent to the Association president.

-116 To be eligible for recall from layoff, the employee must satisfy the following requirements:

1. Must be a regular employee.
2. Must have been scheduled to work half-time or more.
3. Must have completed the probationary period.
4. Must have a satisfactory work record, not including trial periods.

-117 In the event that during a period of layoff there is a vacant position, the employee with the greatest length of service will be recalled to vacant positions first, provided he/she is capable of performing the duties of the position within a ninety (90) day evaluation period. An employee who meets the minimum requirements for a vacant position and who is denied the ninety (90) day evaluation period shall receive written reasons why the employee was not selected for the evaluation period with a copy to the President of the Association.

-118 An employee on layoff status will lose all recall rights and be terminated upon the occurrence of any of the following:

A. Unreasonable refusal to be available for an interview.

B. Refusal to accept a position offered if the salary offered is equivalent to eighty (80%) percent or more of the employee's salary before layoff.

C. Expiration of the recall eligibility period referred to in the provision on seniority.

-119 UNITS

OFFICE OF THE PRESIDENT

Office of the President
Internal Audit

OFFICE OF THE PROVOST AND VICE PRESIDENT FOR ACADEMIC AFFAIRS

Office of the Provost and Vice President for Academic Affairs
Office of the Associate Provost
Facilities and Space Management
Faculty Grievance Official
Honors College
Human Relations
Office of Planning and Budgets
Libraries
University Archives & Historical Collections
Ombudsman
Performing Arts Facilities & Programs
Employee Assistance Program
Office of the Assistant Provost for Academic Personnel Administration
Office of Academic Personnel Records
Office of the Assistant Provost for General Academic Administration
Department of Aerospace Studies
Department of Military Science
Academic Computing
Instructional Media Center
Registrar
Secretary for Academic Governance
Office of Curriculum & Catalog Support

Office of the Assistant Provost for Undergraduate Education
Admissions and Scholarships
Office of the Director, Undergraduate University Division
Upward Bound
Supportive Services
Programs for Handicapped Students

OFFICE OF THE VICE PRESIDENT FOR RESEARCH AND GRADUATE STUDIES

Office of the Vice President for Research and Graduate Studies
The Graduate School
Research Development
Research Services and Industry Assistance
Center for Environmental Toxicology
Laboratory Animal Care Services
MSU Press
Museum
Office of Radiation, Chemical, and Biological Safety

VICE PRESIDENT FOR HEALTH SERVICES AND FACILITIES

Office of the Vice President for Health Services and Facilities
Clinical Center
Olin Health Center

VICE PRESIDENT FINANCE AND OPERATIONS

Office of the Vice President for Finance and Operations
Administrative Information Services
Public Safety
Athletics
University Architect
Campus Park & Planning
Contract and Grant Administration
Controller
University Services
Housing & Food Services
Physical Plant
Personnel & Employee Relations

VICE PRESIDENT FOR STUDENT AFFAIRS AND SERVICES

Office of the Vice President for Student Affairs and Services, and Assistant to the Vice President for Educational and Support Services
Assistant Vice President for Student Affairs and Services and Director of Student Life
Special Assistant to the Vice President for Coordinated Minority Student Programs
Counseling Center
Financial Aids

Intramural Sports and Recreative Services
University Housing Programs
Placement Services

VICE PRESIDENT FOR UNIVERSITY RELATIONS

Office of the Vice President for University Relations
University Publications
Sports Information
Public Relations
News Bureau

VICE PRESIDENT FOR DEVELOPMENT

Office of Vice President for Development
MSU Foundation
Development Fund

COLLEGE OF AGRICULTURE AND NATURAL RESOURCES

Office of Vice Provost/Dean of Agriculture and Natural Resources
Agricultural Experiment Station
Cooperative Extension Service Administration and Supervision
Extension 4-H Youth - State Office
Extension Natural Resources and Public Policy - State Office
Extension Family Living - State Office
Extension Agricultural Marketing - State Office
ANR Personnel
ANR Budget and Finance
ANR Computer Services

ANR Information Services
Agricultural and Extension Education
Resident Instructional Division

Agricultural Economics
Agricultural Engineering
Animal Sciences
Biochemistry
Crop and Soil Sciences
Fisheries and Wildlife
Food Science and Human Nutrition
Forestry
Horticulture
Packaging
Park and Recreation Resources
Resource Development

Institute of Agricultural Technology
Institute of International Agriculture
University Farms

Land Management Office
Institute for Water Research
Center for Remote Sensing

ARTS AND LETTERS

Office of the Dean/Arts and Letters
American Thought and Language
Art
English
History
Humanities
Kresge Art Museum
Linguistics and Germanic Slavic Asian and African Languages
Music
Philosophy
Religious Studies
Romance and Classical Languages
Theatre
Centennial Review
Language Laboratory
English Language Center
Film Studies Thematic Program
Islamic Studies Thematic Program
Jewish Studies Thematic Program
Women's Studies Thematic Program

COLLEGE OF BUSINESS

Office of the Dean, College of Business
Accounting
Economics
Finance and Insurance
General Business-Business Law
Management
Marketing and Transportation
School of Hotel, Restaurant, and Institutional Management
Advanced Management Program (Troy)
Detroit Management Education Center
Executive Development Program
Institute of Public Utilities

COLLEGE OF COMMUNICATION ARTS AND SCIENCES

Office of the Dean, Communication Arts and Sciences
Advertising
Audiology and Speech Science
Communication
Journalism
Telecommunication
Radio Broadcasting
Instructional and Public Television

NATIONAL SUPERCONDUCTING CYCLOTRON LABORATORY

COLLEGE OF EDUCATION

Office of the Dean, College of Education
Counseling, Educational Psychology and Special Education
Educational Administration
Health Education, Counseling Psychology
Teacher Education

ENGINEERING

Office of the Dean, Engineering
Chemical Engineering
Civil and Environmental Engineering
Computer Science
Electrical Engineering and Systems Science
Mechanical Engineering
Metallurgy, Mechanics and Materials Science
Division of Engineering Research

COLLEGE OF HUMAN ECOLOGY

Office of the Dean, College of Human Ecology
Family and Child Ecology
Human Environment and Design
Institute for Family and Child Study

COLLEGE OF HUMAN MEDICINE

Office of the Dean, College of Human Medicine
Family Practice
Medicine
Obstetrics, Gyn. & Reprod. Biology
Physiology
Psychiatry
Radiology
Surgery
Office of Medical Education Research & Development
Medical Humanities Program

INTERNATIONAL/STUDIES AND PROGRAMS

Office of the Dean International/Studies and Programs
African Studies Center
Asian Studies Center
Latin American Studies Center
Canadian-American Studies Center
Russian and East European Studies Center

CASID
Office for International Students and Scholars
Office of Women and International Development

JAMES MADISON COLLEGE

LIFELONG EDUCATION PROGRAMS

Office of the Dean, Lifelong Education
Division I
Division II
Division III
Division IV

NATURAL SCIENCE

Office of the Dean/Natural Science
Botany and Plant Pathology
Chemistry
Entomology
Geological Sciences
Mathematics
Natural Science
Physics and Astronomy
Statistics and Probability
Zoology
Biological Science Program
Kellogg Biological Station
KBS Maintenance
MSU-DOE Plant Research Laboratory
Pesticide Research Center
Abrams Planetarium
Lyman Briggs School
Medical Technology Program
Drew Laboratory
Synthesis Lab/Chemistry

COLLEGE OF NURSING

COLLEGE OF OSTEOPATHIC MEDICINE

Office of the Dean, College of Osteopathic Medicine
Anatomy
Biomechanics
Community Health Science
Family Medicine
Internal Medicine
Osteopathic Medicine
Pediatrics
Pharmacology & Toxicology
Rehabilitation Medicine

COLLEGE OF SOCIAL SCIENCE

Office of the Dean, College of Social Science
Anthropology
Geography
Political Science
Psychology
Social Science
Sociology
Criminal Justice
Labor and Industrial Relations
Social Work
Urban Planning and Landscape Architecture
Multidisciplinary Program
Research Bureau
Center for Advanced Study of International Development

COLLEGE OF VETERINARY MEDICINE

Office of the Dean, College of Veterinary Medicine
Microbiology & Public Health
Pathology
Large Animal Clinical Sciences
Small Animal Clinical Sciences
Animal Health Diagnostic Laboratory
Veterinary Clinical Center

URBAN AFFAIRS PROGRAMS

MSU ALUMNI ASSOCIATION

STATE NEWS

SENIOR CONSULTANT STATE PUBLIC AFFAIRS

## ARTICLE 17

## COMPENSATION PROGRAMS

### I. General Increase

-120 Effective October 1, 1985, five (5) percent general salary increase monies will be made available for employees who have completed at least one (1) year of service on the effective date of the increase, and who received no less than a satisfactory overall rating on the latest employee evaluation, to be allocated in the following manner:

1. Two (2) percent will be allocated to all employees qualifying under paragraph A, and

2. Three (3) percent will be allocated on the basis of merit among those employees qualifying under paragraph A.

-121 All funds made available by the Employer for general increases shall be expended on salaries of employees in the bargaining unit.

-122 Special merit salary increases may be granted during the contract year with appropriate approvals.

### II. Salary Progression Program

-123 Salary Progression increase consideration will be given to employees who have completed at least one (1) year of service on the effective date of the increase; whose current performance is determined to be not less than satisfactory; and whose salary is less that one hundred twenty-five (125) percent above the minimum hiring level.

-124 For the term of this Agreement eligible employees have an opportunity to reach 125% of the minimum hiring rate for their level within five (5) years. Attainment of the 125% level will be achieved in increments the amounts of which will be determined by the specific recommendation of the supervisor, but shall not be less than three (3) percent up to the 125% level, to become effective April 1, 1986. Employees will not receive progression increases if they have less than a satisfactory overall rating on the latest employee evaluation. In such cases the five (5) years will be extended pro rata.

-125 Effective January 1, 1987, eligible employees will receive progression increases the amount of which will be determined by the specific recommendation of the supervisor but shall not be less than three (3) percent up to the 125% level. Employees will not receive progression increases if they have less than a satisfactory overall rating on the latest employee evaluation. In such cases the conditions expressed in Paragraph II, B, will apply.

-126 Effective January 1, 1988, eligible employees will receive progression increases the amount of which will be determined by the specific recommendation of the supervisor but shall not be less than three (3) percent up to the 125% level. Employees will not receive progression increases if they have less than a satisfactory overall rating on the latest employee evaluation. In such cases the conditions expressed in paragraph II, B, will apply.

III. Minimum Hiring Rates

-127 The minimum hiring rate for grade levels may be increased by by the Employer.

-128 Effective April 1, 1986, the minimum hiring rates for all grade levels will be increased five (5) percent.

-129 Effective January 1, 1987, the minimum hiring rate for all grade levels will be increased ten (10) percent.

IV. Salary Schedules

| WAGE RATES 4-1-86 | | | WAGE RATES 1-1-87 | | |
|---|---|---|---|---|---|
| GRADE LEVEL | HIRING LEVEL | PROGRESSION LEVEL | GRADE LEVEL | HIRING LEVEL | PROGRESSION LEVEL |
| 01 | $15,225 | $19,031 | 01 | $16,748 | $20,935 |
| 02 | $15,225 | $19,031 | 02 | $16,748 | $20,935 |
| 03 | $16,485 | $20,606 | 03 | $18,134 | $22,668 |
| 04 | $17,850 | $22,313 | 04 | $19,635 | $24,544 |
| 05 | $19,320 | $24,150 | 05 | $21,252 | $26,565 |
| 06 | $21,000 | $26,250 | 06 | $23,100 | $28,875 |
| 07 | $22,785 | $28,481 | 07 | $25,064 | $31,330 |
| 08 | $24,675 | $30,844 | 08 | $27,143 | $33,929 |
| 09 | $26,775 | $33,469 | 09 | $29,453 | $36,816 |
| 10 | $28,980 | $36,225 | 10 | $31,878 | $39,848 |

ARTICLE 18

SPECIAL PROVISIONS

A. Overtime

-130 Bargaining Unit Employees in grade levels AP 01, 02, 03, 04 will receive overtime payment or compensatory time off at the rate of time and one-half for scheduled hours worked in excess of 40 in a work week. The unit administrator will determine if the employee is to receive pay or compensatory time off for overtime worked.

-131 In health care delivery facilities where biweekly work schedules of eighty (80) hours are maintained, overtime pay or compensatory time off will be given for any scheduled hours worked in excess of eighty (80) hours in a biweekly period.

-132 Paid time (vacation, sick leave, holiday, personal leave, compensatory time, Jury duty, military leave and funeral leave) is considered as time worked for the purpose of overtime computation. Overtime premium shall not be pyramided, compounded or paid twice for the same time worked.

-133 Unit administrators or designees are responsible for the approval of overtime prior to the performance of overtime work. Approval means time worked as directed by the employee's supervisor and does not include casual or unscheduled time spent at work beyond the normal work day or work week.

-134 Employees at grade level AP 05 and above are not eligible for overtime pay. However, where unusual staffing and work requirements exist, the unit administrator may approve compensatory time off equal to the number of overtime hours worked.

## ARTICLE 19

## LEAVE OF ABSENCE WITH PAY

-135 The University grants eligible employees leave of absence with pay in accordance with provisions as stated here. The types of leave of absence with pay are: funeral leave, holidays, jury duty, military duty, personal leave, sick leave and vacation.

-136 While on leave of absence with pay, the employee will retain all previously earned benefits, and will continue to accrue vacation and sick leave credits. Compensation will be at the employee's base rate of pay as of the employee's last day of active work. Group insurance benefits and University contributions to benefits programs will continue during leave of absence with pay.

-137 See sections on benefits for details on types of leaves.

## ARTICLE 20

## LEAVES OF ABSENCE WITHOUT PAY

ABSENCES WITHOUT PAY (10 DAYS OR LESS)

-138 Excused absences without pay less than 10 days may be granted by the immediate supervisor but shall not exceed ten (10) consecutive days unless approved as a leave of absence. Normally excused absences without pay will not exceed ten (10) working days in each fiscal year.

-139 Excused absences without pay will not require the use of accrued paid time (i.e., personal leave or vacation), except for failure to report to work due to inclement weather.

ABSENCES WITHOUT PAY INCLUDING LAYOFF (EXCEEDING 10 DAYS)

-140 All leaves of absence must be approved by the supervisor, administrative head of the unit and the Office of Personnel Administration. They may be taken for reasons as specified in Paragraphs A-I.

-141 During an unpaid leave of absence or layoff, an employee will not accrue vacation or sick leave nor be eligible for any payments for time off work provided by this Agreement (except excused absences without pay).

-142 Unless otherwise specifically provided for by this Agreement, seniority shall accumulate during leaves of absence or extensions and layoffs.

-143 The employee must consult with the Staff Benefits Division about maintaining status in employee benefit programs during leaves of absence without pay subject to and consistent with these program conditions.

-144 Eligible employees with the approval of their supervisor(s) and the Personnel Office may be authorized to take an unpaid leave for up to two (2) years for the following:

A. Sickness and disability.

B. Settlement of an estate.

C. Serious illness of a member of the employee's family as defined under the funeral leave provisions of this Agreement.

D. Child care when the employee is the parent or designated guardian.

(1) Parent or guardian must provide evidence that the child needs special care.

(2) Evidence demonstrating that only the parent or guardian can deliver this special care.

(3) Such special care would require absence from work.

E. Governmental service, if elected to a full-time term of office and if holding an elective office. Subsequent elections shall extend to this leave.

F. Educational leave after two (2) years of employment.

G. To accompany spouse when spouse accepts University reassignment from MSU.

H. Extended vacation after two (2) years of employment.

I. Other reasons deemed appropriate by the Employer.

-145 The Employer, at its option and without cost to the employee, may require that a designated physician(s) examine the employee before returning the employee to active employment.

-146 During an involuntary leave of absence without pay, the employee's position shall not be considered vacant and the employee shall be entitled to return to the position if such return is within sixty (60) days of the commencement of the leave. An involuntary leave is defined as a leave required because of illness or incapacitation - medically certified.

## ARTICLE 21

## VACATION PAY

-147 Accrued Vacation Leave Carryover

| Service Months | Earning Rate | Annual Accrual | Maximum Accrual | Maximum Accrual (Effective 1-1-87) |
|---|---|---|---|---|
| Grade levels 1,2,3,4, 5,6,7,& 8: | | | | |
| Completion of first 6 months service | 48 hrs. | | | |
| 7th month thru 60th month | 8 hrs./month | 96 hrs. | 128 hrs. | 120 hrs. |
| 60th month thru 120th month | 12 hrs./month | 144 hrs. | 192 hrs. | 180 hrs. |
| 121st month | 15 hrs./month | 180 hrs. | 240 hrs. | 225 hrs. |
| Grade Levels 9,10 and 50: | | | | |
| Completion of first 6 months service | 90 hrs. | | | |
| 7th month | 15 hrs./month | 180 hrs. | 240 hrs. | 225 hrs. |

-148 Any employee who exceeds the "Maximum Vacation Accrual" schedule on January 1, 1987, will not lose the vacation leave in excess of the maximum if such excess is for any of the following reasons:

1. Illness
2. Inability of the Employer to permit the employee to take vacation leave.

-149 Employees at grade levels 09, 10 and 50 will be credited with 90 hours upon completion of the first six (6) months of employment. Thereafter vacation will accrue at the rate of 15 hours per month.

-150 Employees accrue vacation pay credits at the rate shown above for each completed month of service. Service includes work time and "Leave of Absence with Pay" time, but does not include:

1. Leave of absence without pay.
2. Regular Worker's Compensation.
3. Layoff.
4. Disciplinary suspension.

Usage Requirements:

-151 An employee may take vacation at any time during the year with permission of the supervisor and in accordance with departmental requirements.

-152 Vacation is to be taken and reported in full hour increments.

-153 A maximum of eight (8) hours pay may be made for each day of vacation. May vary for persons on a flexible appointment.

-154 Each hour paid to an employee shall be paid at the base rate of pay, and shall not include shift premium or other premium payments.

-155 University designated holidays falling within the employee's vacation will not be charged to accrued vacation.

-156 While on vacation, an employee may not change usage for time taken for other forms of paid leave.

-157 The employee will normally use all vacation before commencing a leave of absence without pay, except for sickness or disability.

-158 Vacation may be used to supplement Worker's Compensation up to a maximum of eight (8) hours total pay for each day of absence.

-159 Part-time employees scheduled to work 26 hours per week but less than 36 shall be credited with 75% of the vacation accruals shown above for full-time employees.

-160 Part-time employees scheduled to work 20 hours per week but less than 26 shall be credited with 50% of the vacation accruals shown above for full-time employees.

-161 Part-time employees will be paid only for the hours scheduled to work but not worked because of the vacation.

-162 Employees are expected and encouraged to take their annual vacation accrual each year. With supervisory approval, an employee may continue to accrue vacation up to the Special Maximum Accrual shown under the Accrual Schedule section. Further accrual beyond this Special Maximum Accrual is not possible and the employee will receive no further vacation credit for months of service completed until the employee reduces vacation credits.

-163 An employee will receive payment for unused vacation when terminating employment.

## ARTICLE 22

## PERSONAL LEAVE DAYS

-164 The University grants eligible employees paid time off in order to attend to personal matters. Employees on the payroll as of July 1, will be credited with 24 hours of personal leave for use during the fiscal year (July 1 - June 30). Employees who are hired, rehired, or change to regular status of half-time or more during the fiscal year will be credited with personal leave as follows:

| ON THE PAYROLL | FULL-TIME | 3/4 TIME | 1/2 TIME |
|---|---|---|---|
| July 1 - December 31 | 24 | 18 | 12 |
| January 1 - March 31 | 12 | 9 | 6 |
| April 1 - May 31 | 6 | 4.5 | 3 |
| June 1 - June 30 | 0 | 0 | 0 |

-165 Begins on date of hire, rehire, or change to regular status of half-time or more. Personal leave days should be approved by the employee's supervisor, in advance if possible. Personal leave is to be taken and reported in one hour increments. A maximum of eight (8) hours' pay may be made for each day of absence. May vary for persons on a flexible appointment. Each hour paid to an employee shall be paid at the base rate of pay and shall not include shift premium or other premium payment. The employee may use all personal leave days before commencing a leave of absence without pay. Personal leave days may be used to supplement Worker's Compensation up to a maximum of eight (8) hours' total pay for each day of absence. Personal leave days may not be used to provide payment for absence due to disciplinary suspension.

-166 Part-time employees will be paid only for the hours scheduled to work but not worked because of the approved absence. Personal leave credits may not be carried forward to the next fiscal year. No payment for unused personal leave credits will be made when the employee terminates.

## ARTICLE 23

## HOLIDAYS

-167 The University grants eligible APA's paid holidays from work with no loss in pay. Regular staff working half-time or more and scheduled to work receive the following nine (9) days as holidays:

New Year's (2 days)
Memorial Day
Independence Day
Labor Day
Thanksgiving
Friday after Thanksgiving
Christmas (2 days)

-168 Each year the University designates the dates on which the holidays are to be observed. The additional days at Christmas and New Year's are observed either before or after the legal holiday.

-169 An employee is eligible for the holiday pay at the date of hire, rehire, or change to regular status of half-time or more. The employee must be on active status at the time the holiday occurs. The benefit is not payable to employees who are on leave of absence without pay, regular Worker's Compensation, layoff or disciplinary action. Holiday pay is not payable if the employee has an unexcused absence on either the day before or the day after the holiday.

-170 A maximum of eight (8) hours' pay may be received for each holiday. Each hour paid to an employee shall be paid at the employee's base rate of pay, and shall not include any other premium payment.

-171 When a holiday falls during an employee's vacation or paid sick leave, the employee will receive holiday pay and no charge will be made to accrued sick leave or vacation time. Part-time employees will be paid only for the hours scheduled to work but not worked because of the holiday. When a holiday falls on an employee's non-work day and no other day is designated by the University, an alternate day off will be given. Time and one-half is paid for those eligible to receive overtime for work performed on the observance date of the holiday, and not on the calendar date of the holiday, if different. In addition, an alternate day off will be given.

## ARTICLE 24

## SICK LEAVE

-172 The University grants regular staff working half-time or more and temporary staff working half-time or more, paid time off due to illness. Employees accrue sick leave credits in accordance with the following requirements.

-173 Employees begin earning sick leave credits upon hire or rehire. Full-time employees accrue sick leave at the rate of four (4) hours for each completed two (2) weeks of service (104 hours annually). Service includes work time and "Leave of Absence with Pay" time, but does not include:

1. Leave of absence without pay.
2. Regular Workers' Compensation.
3. Layoff.
4. Disciplinary suspension.

-174 Sick leave is credited at the end of each month and may accumulate to a maximum of 1200 hours.

-175 Sick leave with pay may be used for the following reasons:

1. Personal illness or incapacity over which the employee has no reasonable control which prohibits the performance of the duties of the employee's job.

2. Absence from work because of exposure to contagious disease which, according to public health standards, would constitute a danger to the health of others by the employee's attendance at work.

3. To complete appointments for medical or dental treatment when it is not possible to arrange such appointments for non-duty hours.

4. Twenty-four (24) hours of accrued sick leave per fiscal year may be used for illness of a member of the immediate family residing with the employee.

5. Illness or incapacity associated with pregnancy (see Maternity Leave section).

-176 A physician's statement may be required prior to approval of payment of sick leave. Payment of sick leave is authorized in tenths of an hour. Reporting of cumulative sick leave usage is made in full hour increments.

-177 A maximum of eight (8) hours pay may be made for each day of absence. May vary for persons on a flexible appointment. Each hour paid to an employee shall be paid at the base rate of pay, and shall not include shift premium or other premium payment.

Coordination With Other Types of Pay or Benefits:

-178 Employees must utilize any accrued sick leave credits, and optionally may thereafter use vacation and personal leave day credits, prior to being placed on an unpaid leave of absence due to illness/disability.

-179 The University, for cause, may direct an employee to go on sick leave.

-180 Employees may be required to obtain approval from the University physician before returning to work.

-181 Worker's Compensation benefits will be supplemented by accrued sick leave credits as necessary to maintain the employee's total income at an amount equivalent to eight (8) hours of pay at the base rate of pay for each day of absence.

-182 University designated holidays falling within an employee's paid sick leave will not be charged to sick leave.

Full-time/Part-time Status Considerations:

-183 Part-time employees scheduled to work 26 hours per week but less than 36 shall be credited with 75% of the sick leave accruals shown above for full-time employees.

-184 Part-time employees scheduled to work 20 hours per week but less than 26 shall be credited with 50% of the sick leave accruals shown above for full-time employees.

-185 Part-time employees will be paid only for the hours scheduled to work but not worked because of the sick leave.

Other Provisions

-186 An employee will not receive payment for unused sick leave when terminating, except when retiring as stated below.

-187 Full-time employees meeting the University's minimum retirement requirements shall be paid for 50% of unused sick leave, but not to exceed a maximum of 50% of 100 days, as of the effective date of separation.

-188 Full-time employees who do not meet the University's minimum retirement requirements but have at least five (5) years, but less than

10 years of continuous service, and have attained 65 years of age at the time of separation, shall be paid 50% of unused sick leave as of the effective date of separation.

-189 Full-time employees who do not meet the University's minimum retirement requirements but have at least 10 years of continuous service, and have attained 65 years of age at the time of separation, shall be paid 100% of unused sick leave as of the effective date of separation, but not to exceed a maximum of 100 days.

## ARTICLE 25

## EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS

-190 Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period equal to their seniority, but not to exceed two (2) years (without pay) in order to attend school full time under applicable federal laws in effect on the date of this Agreement.

-191 An employee who fails to notify the Employer of his/her intent to return within thirty (30) calendar days of the expiration of a leave of absence in excess of one (1) year duration, will be given written notice within twenty-one (21) calendar days prior to the expiration of said leave.

-192 Upon application, a military leave of absence (without pay) will be granted to employees who are employed in other than temporary positions. This applies to employees who are inducted through a selective service system of voluntary enlistment, or if the employee is called through membership in the National Guard or reserve component into the Armed Forces of the United States.

## ARTICLE 26

## MATERNITY LEAVE

-193 Initially, the employee must submit a letter from a physician giving the projected delivery date. The Personnel Office will not require further medical documentation covering absences for a pregnancy when they occur within a period of four weeks before the projected delivery date and six weeks following the delivery date. Beyond these periods, a statement will be required from the employee's physician stating the reasons for the requested leave extension. Leaves associated with pregnancy may be either with or without pay, depending on accumulated sick leave or vacation leave.

## ARTICLE 27

## FLEXIBLE APPOINTMENTS

-194 Flexible appointments are appointments of Administrative-Professional staff providing between 75% and 89% time equivalent salary over a calendar year, with some fringe benefits equivalent to full-time appointments. A flexible appointment is a voluntary commitment by an employee to a specific schedule of work. Flexible appointments may be in one of the following forms:

Type 1: Full-time active employment for 9, 10, or 11 months per year with a prescheduled unpaid leave of absence with benefits ("flex-leave") during the remaining months.

Type 2: 75-89% scheduled time active employment over the entire calendar year (30-35 hours per week) with a part-time equivalent salary.

-195 As with any Administrative-Professional position, job demands may require work outside and in addition to those of the regularly scheduled flexible schedule.

-196 Where a Type 1 flexible appointment includes a leave with benefits, the employee's position is held for his/her return at the end of the flex-leave, subject to the conditions specified on Page IV-9, Item C.

-197 The objective of flex-year appointments is to achieve budget flexibility where departmental functions can be accomplished with 75% employment, through a combination of benefits and other incentives.

-198 Departments identify positions for flexible appointments. Regular employees, and persons to be employed in those pre-identified positions, may agree to be placed in flexible appointments. Employees desiring flexible appointments, but whose positions are necessarily full-time may apply for transfers to flexible appointments, subject to relevant policies and negotiated agreements. When a department desires to change a position from full-time to a flexible appointment, and the incumbent does not volunteer for that status, reduction in force procedures may be initiated to achieve the reduction within the department. If a flexible appointment position is subsequently eliminated, reduction in force procedures will be initiated. Staff members with flexible appointments who later desire a change in appointment may apply for other positions as they become available.

GENERAL PROVISIONS:

A. Flexible Positions

-199 The department administrator shall identify the positions appropriate for flexible appointments, and, if specific duties are to be eliminated, indicate in writing the duties of such positions which are to be eliminated. This designation must be approved by the Director of Personnel Administration, after receiving employee input.

-200 Once a position is officially designated as flexible, only flexible appointments are acceptable.

201 A flexible position shall maintain that designation until the departmental administrator acts to designate it otherwise by submitting the appropriate form for the approval of the Director of Personnel Administration.

B. Flexible Appointments

-202 A flexible appointment, either as an initial appointment, or as a change of appointment, may be granted only with the agreement of a prospective or current staff member. Without agreement, a current staff member may be subject to the Reduction in Force policy.

-203 A flexible appointment must be arranged in advance with an employee, and approved by the departmental administrator and the Director of Personnel Administration.

-204 All flexible appointments will annually provide a minimum of 1,560 hours of scheduled work (subject to necessary reductions in force).

-205 A flexible appointee's FTE salary is the amount that would be paid if an entire year was worked full time (e.g., $1,000/month x 12 months = $12,000). The base salary is the actual expected pay during the year. For example, if the FTE salary is $12,000, base salary at 75% would be:

Type 1: $1,000 x 9 months = $9,000 Type 2: $750 x 12 months = $9,000

-206 Flexible appointees are regular AP employees.

-207 Leaves with benefits may be established for periods of one month or more, up to a maximum of three months (in increments of one month).

-208 Leaves with benefits are only those that are prearranged as part of an approved flexible appointment.

-209 No Unemployment Compensation is paid during a leave with benefits.[2]

-210 If the flexible appointment converts to a full-time status, the employee will receive an appropriate salary adjustment.

-211 Employees volunteering for flex-leaves must sign the PAN form signifying the voluntary concurrence with their change in status. This action is subject to the review and approval of the Office of Personnel and Employee Relations.

FRINGE BENEFITS:

-212 A flexible appointee's benefit eligibility during active flexible status and unpaid flex-leave is as follows:

-213 Insurance Benefits. Flexible appointees:

1. Receive the University contribution toward health insurance.

2. Have Long Term Disability, Dental and Expanded Life Coverage.[3]

3. May maintain group life and optional accident coverage. Prior to a flex-leave, advance deductions for applicable employee contributions for health, life and accident coverage are automatically taken to cover the flex-leave period. In the event that insufficient notice of flex-leave is received, Staff Benefits will bill employees for these amounts.

-214 Educational Assistance is available, subject to all other eligibility requirements. However, Type 1 flexible appointees will be allowed to "bank" educational assistance for use during non-work flex-leave periods for up to five credits for each term of employment, up to a maximum of 20 credits per year. Banking educational assistance will

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[2]Inasmuch as appointees on flex-leave have neither been laid off nor terminated but are on a mutually agreed upon leave of absence, they are ineligible for Unemployment Compensation. If Unemployment Compensation is sought by the employee, the leave with benefits is voided and the employee shall be placed on layoff status, without application of reduction in force provisions.

[3]Subject to all current eligibility requirements. Staff members otherwise eligible for Long Term Disability continue their eligibility during the leave with benefits as well as active employment; however, benefit payments do not commence during the leave with benefits. The base salary for the period of active employment prior to the flex-leave is used for the determination of benefits.

only be available to employees on flex-leave. All other provisions of the educational assistance program must be satisfied. The application for banked educational assistance must identify the employee as a flex appointee.

-215 Personal Leave Days will be credited on a proportionate basis, i.e.: 3/4 time service (either Type I or II Flex) will receive up to 18 hours in credits each year according to the Personal Leave Days schedule.

-216 Full service credit is given toward retirement, staff benefits eligibility waiting periods, and vacation service months.

-217 Paid leave accruals are proportionate, and are accrued as follows:

Type 1: During active full-time service, the employee accrues leave as a full-time employee. During a flex-leave, paid leave does not accrue and may not be utilized (they are frozen subject to relevant policies).

Type 2: During the entire calendar year, the employee accrues leave at a proportionate rate (unless additional leaves without pay are taken or the employee's status changes).

-218 University Contribution to TIAA-CREF and Social Security.[4]

Type 1: During active full-time service, the employee receives University contributions based on his/her full-time salary. No University contributions are made while the employee is on a leave with benefits.

Type 2: The employee receives the University contributions during the entire year based upon his/her part-time equivalent salary.

-219 All salary-related benefits (paid leave, Employee-Paid Life, TIAA-CREF, Long Term Disability, Expanded Life Insurance, Extended Disability, and longevity) are based upon the flexible appointee's base salary. The longevity cap will be that of full-time employees.

OTHER PROVISIONS

Probationary Periods

-220 Flex-leaves may begin during a probationary period; however, the time spent on the flex-leave will not count toward completion of the probationary period.

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[4]Subject to all current eligibility requirements.

Other Employment

-221 Staff Members may work for other employers while on flex-leave.

Return to Active Employment

-222 Staff members returning from a flex-leave are assigned to their previously held positions, unless the circumstances of the University change to the extent that the position no longer exits. Those affected by a reduction in force while on flex-leave are eligible for the provisions of the reduction in force policy. Affected staff members will be given written notice as soon as practicable, but no less than that stipulated in the reduction in force policy.

Salary Payments

-223 Flexible appointees receive their base salary during their period of active service and no salary during flex-leave.

Hours Worked Records

-224 Departments are responsible for maintaining records of hours worked for nonexempt employees with flexible appointments.

-225 A position, held by an employee, which is changed to a flexible appointment, and some of whose duties are thereby eliminated, shall not be downgraded or eliminated as a direct result of the flexible appointment.

-226 Disagreements in the interpretation or application of the flexible appointment policy shall be subject to the grievance procedure and immediately proceed to step three. If the grievance is arbitrated, the expedited arbitration process shall be utilized.

-227 At the time of presentation of a voluntary flexible appointment form to any employee, the employee shall be advised in writing:

a) If a Type 1 flexible appointment, the length of time of the unpaid leave, the time or times when said leave must be taken.

b) If a Type 2 flexible appointment, the schedule each week which the employee shall be required to work.

-228 In addition, each employee shall receive at least 10 working days' written notice of the proposed flexible appointment before being required to respond. An effected employee may consult with a representative of the association prior to making a voluntary election to accept a flexible appointment.

## ARTICLE 28

## LONGEVITY PAY

-229 A longevity pay plan to recognize long term employment is provided after six (6) years of continuous service with the University to regular staff working half time or more.

-230 The longevity year is the 12 month period beginning October 1 of each year, and ending September 30. The last date of hire will be used as the longevity date. The employee must be engaged in active employment for 39 calendar weeks (273 calendar days) and be on the payroll as of October 1 of the longevity year. Six (6) years or more of continuous service as of October 1 of the longevity year is required for eligibility.

-231 Eligible employees who have periods of inactive service totaling 93 days or more during a longevity year will not receive a longevity payment that year and will have the longevity date adjusted for future years.

-232 Military leave of absence will not adjust the longevity date.

-233 Full-time employees who terminate prior to October 1 who are 65 years of age and have five (5) or more years of full-time service, or who meet the minimum University retirement requirements will receive a prorated longevity payment.

-234 Employees who are not on the active payroll due to layoff, but who otherwise meet the eligibility criteria, will receive a longevity payment.

-235 Employees who are on leave of absence on October 1, but otherwise meet the eligibility criteria, will receive a longevity payment upon return to work. Payment is scheduled annually on the first working day of December and is computed as a percentage of the employee's annual base rate of pay as of September 1 of the calendar year in which the longevity payment is made. Base rate of pay shall not include overtime or premium pay.

-236 If an employee is not on the payroll September 1, the rate to be used is the employee's rate of pay upon his/her return. Longevity pay shall not exceed the longevity pay schedule.

Payment Schedule:

| Years of Continuous Service | Annual Longevity Pay % of First $9,500 of Annual Wage |
|---|---|
| 6 through 9 years | 2% |
| 10 through 13 years | 3% |
| 14 through 17 years | 4% |
| 18 through 21 years | 5% |
| 22 through 25 years | 6% |
| 26 or more years | 8% |

Three-quarter time employees: % of first $7,125 of annual wage.

One-half time employees: % of first $4,750 of annual wage.

## ARTICLE 29

## JURY DUTY PAY

-237 The University recognizes the civic responsibility of employees to serve on jury duty and makes provision for eligible employees to perform such duty without loss of pay. Employees who are called to serve on jury duty will be compensated for the difference between pay received from the court and straight time base pay. Employees who are called to testify pursuant to court-issued subpoenas will receive jury duty pay in that event also.

-238 Benefit begins on date of hire, rehire, or change to regular status of half-time or more. The employee must notify supervision of the call to jury duty as soon as the information is known and must provide proof of the call to jury duty and proof of jury duty pay. The employee is expected to report for regular University duty when temporarily excused from attendance at court. When called to testify, the employee must provide proof of subpoena, and proof of witness fee, or proof that no witness fee was provided.

-239 For each work day of full or partial absence due to jury duty, and provided the employee returns to regular University duty when temporarily excused from attendance at court, the employee will receive the difference in pay between:

a. Pay received from the court (or witness fees) and,
b. Regular straight time base pay, excluding shift premium or other premium payment, for the hours absent from work.

-240 If the employee is otherwise eligible for holiday pay, holiday pay may be made if jury duty is interrupted by a legal holiday recognized by the University.

-241 Part-time employees will be paid the difference in pay only for the hours scheduled to work but not worked because of jury duty.

## ARTICLE 30

## MILITARY DUTY PAY

-242 The University recognizes the value of the military reserve and makes provision for eligible employees to attend short term military duty without loss of pay.

-243 The University will pay the difference between the employee's military pay and base pay, if the employee's military pay is less, for up to 15 calendar days when ordered to active duty for training, and for up to 10 additional calendar days, when ordered to active duty for the purpose of handling civil disorders, per fiscal year.

-244 Begins on date of hire, rehire, or change to regular status of half-time or more. The employee must notify supervision of the call to military duty as soon as the information is known and must provide proof of the call to military duty and proof of military pay.

-245 For each full work day of absence, the employee will receive the difference in pay between:

a. Regular military pay less any amounts specifically received for meals, housing, or travel, and

b. Eight (8) hours of regular pay at the base rate of pay excluding shift premium or other premium payment.

-246 An employee may use accrued vacation time in addition to receiving military duty pay. Part-time employees will be paid the difference in pay between the total military duty pay received and the employee's base pay for the total hours scheduled to work but not worked because of the military duty, if the military duty pay is less.

## ARTICLE 31

## FUNERAL DAYS

-247 The University grants eligible employees paid time off to attend the funeral and/or make necessary arrangements when a death occurs in the employee's immediate family.

-248 Regular staff working half time or more are eligible for funeral leave upon the date of hire, rehire, or change to regular status of half-time or more.

-249 Up to three (3) funeral days will be allowed in the case of death of the employee's:

| | | |
|---|---|---|
| Spouse | Grandparents | Father-in-law |
| Child | Grandchild | Mother-in-law |
| Brother | Half-Brother | Son-in-law |
| Sister | Half-Sister | Daughter-in-law |
| Parents | Step-Parents | Brother-in-law |
| Grandparents-in-law | | |

One day will be allowed in the case of death of an employee's, or an employee's spouse's, uncle, aunt, nephew, or niece.

-250 The Supervisor may require proof of death and relationship to the deceased before approving payment. A maximum of eight (8) hours' pay may be made for each day of absence. Each hour paid to an employee shall be paid at the employee's straight time base rate of pay, and shall not include shift premium or other premium payment. This benefit is payable only to active employees whose absence from work is due solely to the death in the employee's family and will not be paid in lieu of other types of paid leave.

-251 Part-time employees will be paid only for the hours scheduled to work but not worked because of the death.

-252 Allowed funeral days may be taken any time during the period including the day of death and the day following the funeral.

-253 The supervisor may grant permission to a reasonable number of employees to attend the funeral or serve as pallbearers for a deceased employee or former employee, without loss of pay.

## ARTICLE 32

## OVERVIEW

-254 This section presents a broad overview of the various insurance, education and retirement benefits available to employees and eligible dependents. Each benefit plan is described briefly on the following pages. Complete information and descriptive details of benefits may be obtained from the Staff Benefits office or the referred division within Personnel and Employee Relations. If there is any misunderstanding regarding any of the programs described below, the provisions of the Master Contracts on file will prevail.

-255 Wherever the term "full-time employee" is used, this is understood to include those employees on flexible appointments.

## ARTICLE 33

## RETIREE/OVER 65 LIFE INSURANCE

-256 The University provides a death benefit of $2,000 for regular full-time staff who were insured under the Employee-Paid life insurance program prior to July 1, 1976, and have maintained continuous coverage in that program.

-257 Eligible staff shall have a death benefit of $2,000 upon attainment of age 65 or at official University retirement, whichever occurs first. The University pays the cost of the benefit. Coverage is automatic once the participation requirements are met.

## ARTICLE 34

## ACCIDENT INSURANCE

-258 The University provides an optional accident insurance program for regular full-time staff. The benefit is payable, in whole or in part, in the event of accidental death, dismemberment, or loss of sight. Benefit coverage may be selected in amounts from $10,000 to $150,000 depending on plan selected. Insurance may also be selected for eligibile dependents in the following manner:

a) Spouse coverage: 40% of employee coverage (50% if on the date of the accident the insured has no dependent children insured).

b) Children coverage: 5% of employee coverage (10% if on the date of the accident the employee has no spouse insured).

-259 The program is entirely funded from employee premiums, and rates are subject to future group experience.

## ARTICLE 35

## DENTAL PROGRAM

-260 The University provides a dental program for all regular full-time employees and official Michigan State University retirees.

-261 Dental coverage is provided for eligible employees, retirees, survivors of retirees, and eligible dependents. The plan pays 50% of usual and customary charges for most dental services as defined in the Master Policy.

-262 Benefit payments are limited each calendar year to $600 for each person. Orthodontic services are covered for persons under age 19 and are limited to a separate lifetime maximum of $600. Under the current provisions the University pays the entire cost of the plan.

-263 No application is necessary and coverage is automatic upon employment. Coverage terminates on the employee's last day of employment unless the employee is an official Michigan State University retiree. This benefit continues for employees on layoff or on approved leave of absence.

-264 Dependent coverage terminates as above. In addition, certain changes in dependent status will terminate coverage for dependents. No conversion is possible.

## ARTICLE 36

## EMPLOYEE PAID LIFE INSURANCE

-265 The University provides an optional life program for regular full-time staff. The benefit is payable in the event of death.

-266 Eight plans of coverage are offered. Four of the plans provide "fixed" amounts of life coverage based upon flat monthly premiums. The other four options provide "salary indexed" life benefits which are a multiple of annual salary. Contributions for the salary indexed options are a percent of salary. Benefits may also be selected for eligible dependents. The benefit is decreasing term with no cash or loan value. The program is entirely funded from employee contributions and rates are subject to future group experience.

## ARTICLE 37

## EXTENDED DISABILITY LEAVE

-267 The University provides an interim income protection plan for regular full-time staff expected to receive Long Term Disability benefits. The benefit provides full base wage/salary in cases expected to result in total disability as defined in the Long Term Disability Master Contract, for a period of up to six (6) months from the employee's last day of active work. The benefit commences upon the expiration of all accrued sick, vacation, and personal leave.

-268 Determination of whether a case is expected to result in total disability can sometimes be made by the University designated Physician based on information received from the employee's physician and other medical reports. A lack of conclusive medical evidence may delay approval of the Extended Disability Leave benefit, until Long Term Disability benefits are approved. If so, payments will be made on a retroactive basis. In these cases, it is necessary for the employee to maintain benefit payments. Reimbursement will be made for University contribution amounts upon approval for Extended Disability Leave.

-269 Employees expected to return to work within six (6) months will not qualify for this benefit. Authorization to pay Extended Disability Leave benefits will be made by the Staff Benefits Division. The University pays the cost of the benefit. No application is necessary for enrollment. Benefit becomes effective upon completion of five (5) years continuous full-time service. The benefit terminates on the last day of employment. Conversion of coverage is not possible.

## ARTICLE 38

## EXPANDED LIFE INSURANCE

-270 The University provides an Expanded Life Insurance for regular full-time staff. The benefit is payable in the event of death. The benefit is an amount of insurance equal to the employee's basic annual salary. The maximum benefit is $50,000. The University pays the entire cost of the coverage and no application is necessary. Coverage is automatic and effective the first work day following completion of two years of continuous full-time service.

## ARTICLE 39

## LONG TERM DISABILITY PLAN

-271 The University provides income protection through the Long Term Disability Plan for regular full-time staff.

-272 The benefit is payable to employees who become totally disabled as defined in the LTD Master Contract and are unable to work due to sickness or bodily injury. In addition, the University makes the regular contribution for health care coverage and pays the complete cost for dental and the Employee-Paid life plan.

-273 The University pays the entire cost of the LTD benefit. Coverage is automatic and becomes effective the first day of the month following or coinciding with completion of one (1) year continuous full-time service. Long Term Disability coverage will terminate on the employee's last day of active employment.

## ARTICLE 40

## TRAVEL ACCIDENT INSURANCE

-274 The University provides a life Travel Accident insurance program for full- and part-time staff. The benefit is payable in the event of accidental death, dismemberment, or loss of sight while traveling on or off-campus on University business.

-275 The maximum benefit is $50,000. The University pays the entire cost of the benefit. Coverage is automatic upon employment and will terminate on the employee's last day of active employment. No conversion is possible.

## ARTICLE 41

## EDUCATIONAL ASSISTANCE

-276 The University provides assistance to enhance an employee's educational and career development needs and goals for regular full-time staff.

-277 Tuition from an accredited educational institution will be reimbursed for two classes up to five credits per MSU terms upon successful completion of the course(s). A grade of 2.0 or better is required for a credit course.

-278 Reimbursement for tuition at other institutions shall be no greater than the prevailing MSU resident in-state rates.

-279 If the employee is covered by benefits such as scholarship or fellowship aid, government aid, GI benefits, or similar assistance, reimbursement will be made only for that portion of the tuition which exceeds the amount of those benefits.

-280 Release time may be granted for up to five hours per week.

-281 The benefit becomes effective if the first day of class commences after one year of continuous full-time service. The employee must have at least a satisfactory rating on the most recent evaluation and must have permission of his/her supervisor and/or department/unit administrator.

-282 The employee must be admitted to the educational institution where the course work will be taken and must be employed full-time or on a flexible appointment when course work is completed to be eligible for reimbursement.

## ARTICLE 42

## COURSE FEE COURTESY PROGRAM

-283 It is understood by both parties to this agreement that the Course Fee Courtesy Policy herein described, shall be identical in all respects, except for the time period for eligibility as described in (1) below, to the Course Fee Courtesy Policy in effect for MSU faculty as approved by the MSU Board of Trustees.

-284 Any changes or improvements to the faculty program shall be paralleled at the same time in the Administrative-Professional program.

-285 Dependent children and spouses of regular full-time employees who have been continuously employed by MSU for a period of five (5) years or more, and who are employed prior to the second week of a term or summer session will be entitled to a course fee courtesy. The course fee courtesy consists of the credit of one-half of the applicable resident undergraduate course fees.

-286 Dependent children shall be defined as (a) all legally dependent children of eligible staff; and (b) such children who have eligible staff as their legal guardians.

-287 Dependent spouse shall be defined as the legally recognized spouse of a staff member.

-288 Course fees shall be defined as the amount associated with credit hour enrollment and shall not include the registration fee or such fees, taxes and charges as may be collected for third parties.

-289 The course fee courtesy will be granted through the term in which the 180th credit is attempted provided the dependent child or spouse is registered as a student in good academic standing at Michigan State University in a curriculum leading to the first baccalaureate degree or to a certificate in the Agricultural Technology program. For undergraduate students with transferable credits, the course fee courtesy is granted through the term in which the combination of transferable credits and Michigan State University credits attempted equals 180. The course fee courtesy is available only to students enrolled through the on-campus registration process.

-290 The course fee courtesy for dependent children and spouses will be discontinued at the conclusion of the term or summer session at which the employment of the eligible staff member is terminated. If the dependent child or spouse is enrolled at the time of the eligible staff member's retirement in accordance with Michigan State University retirement policy, commencement of University long term disability, or death, the course fee courtesy will continue in accordance with the provision contained in number (5) above.

-291 If the dependent child or spouse drops courses or withdraws from school during the refund period, any refund applicable to the course fee courtesy will revert to the University.

-292 Dependent children and spouses of eligible staff on approved leave of absence will be eligible for the course fee courtesy.

-293 This program also covers the surviving dependent children and spouses of eligible staff and retirees.

-294 Application may be made for the full academic year, beginning with Fall Term.

-295 Student eligibility is based upon the following criteria:

1. Student applicants must be admitted or readmitted to Michigan State University in accordance with the normal requirements for admission or readmission.

2. The student must be enrolled in Agricultural Technology or a degree granting program leading to a first baccalaureate degree (No Preference students are eligible).

3. Credits attempted must total less than 180. Credits attempted will be calculated by adding to the student's total credits earned (which includes transfer credits, P grades and CR grades) the total of credits for repeated courses and/or for courses in which the student received Deferred, Incomplete, N, No Credit and 0.0.

-296 As a scholarship award the Course Fee Courtesy will be considered in determining eligibility for additional financial assistance for those students who also apply for financial aid at Michigan State University. All eligible student applicants will receive the Course Fee Courtesy. However, if other forms of financial aid have been awarded to attend Michigan State University, the aid will be adjusted to reflect the Course Fee Courtesy. Depending on the types of awarded aid as well as when the Office of Financial Aids is informed of eligibility for the Course Fee Courtesy, the adjustment may be made to awarded grants, loan or work eligibility according to the guidelines of the Office of Financial Aids and the student shall be so informed.

-297 Eligibility for other tuition-specific awards (such as the Michigan Competitive Scholarship, Kodak Scholarship or Engineering Cooperative Award) will reduce the Course Fee Courtesy award so that the awards in combination will not exceed assessed tuition.

-298 If the student drops courses or withdraws from school during the refund period, any refund applicable to the Course Fee Courtesy will revert to the University.

-299 Course fees covered through the Course Fee Courtesy Program will be limited to courses published in the Schedule of Courses and its supplements.

-300 Request for application forms or questions regarding the Course Fee Courtesy Program should be directed to the Office of Personnel Administration, Staff Benefits -- 353-4434.

## ARTICLE 43

## RETIREMENT PLAN

-301 The University provides a contributory retirement program for regular staff working half-time or more. The benefit provides income during retirement and benefit payments in the event of death prior to retirement. Contributions from the employee and the University are paid into an individual contract between the employee and the company or eligible vendor.

-302 Employee contributions are 5% and University contributions are 10% of the employee's base salary or wage.

-303 The University's contribution is made on a tax-deferral basis, i.e. the employee does not report the University contribution as earned income when filing income tax returns for the calendar year. After retirement, the employee does pay taxes on the amounts received as an annuity.

-304 An additional portion of the employee's salary may be contributed by the employee on a tax-deferred basis, through payroll deduction, subject to Internal Revenue Service limitations.

-305 Administrative-Professional employees may optionally elect immediate participation upon employment, or may delay participation for up to two (2) years from their appointment date or to the 35th birthday, whichever is later, at which time participation is required. Once required participation commences, it is not possible to withdraw from the Base Retirement Plan while employed at the University.

## ARTICLE 44

## HEALTH CARE COVERAGE

-306 Michigan State University agrees to provide the options of coverage under regular health care plans or health maintenance organizations to regular employees working half time or more. Regular health care plans provide coverage for semi-private hospital room charges up to 365 days, and additional hospital expense including intensive care, recovery room, anesthetics, etc., on a reasonable and customary basis. In addition, surgical benefits, diagnostic x-ray and lab tests are provided. The regular health care plans also provide coverage for prescription drugs and physician's office calls subject to a co-payment and/or an annual deductible amount. The health maintenance organizations have no deductibles and minimal co-payments for certain services

-307 The University will contribute toward the cost of health care coverage for eligible AP Staff including single, two-person, or family coverage for regular full-time employees, and one-half the full-time contribution for regular part-time employees (50% or more). Where the University contribution is less than the monthly premium, the employee will pay the difference in premium through payroll deduction.

-308 Employees should enroll within 60 days of employment or appointment to an eligible status and during annual open enrollment or in some cases by statement of health. Enrollment forms are available through the Staff Benefits office.

## ARTICLE 45

## SCOPE OF AGREEMENT

-309 The provisions contained herein constitute the entire Agreement between the parties.

## ARTICLE 46

## TERMS OF AGREEMENT

### AGREEMENT

-310 THIS AGREEMENT entered into this 11th day of December, 1985, between the Board of Trustees of Michigan State University (hereinafter referred to as the "Employer") and the Michigan State University Administrative-Professional Association (hereinafter referred to as the "APA").

-311 Whenever the words University or Employer appear in this Agreement, they shall mean Michigan State University.

-312 Whenever the words APA appear in this Agreement, it shall mean Michigan State University Administrative- Professional Association.

-313 The Association will furnish the Office of Employee Relations with the names of its Executive Board members and such changes as may occur from time to time with such personnel. The Employer will in return, keep the APA advised as to its representatives.

-314 No provision of this Agreement or any supplement thereto shall be waived or modified in any way unless such waiver or modification is agreed to in writing between the Employer and the APA.

-315 Throughout this Agreement, any reference made to gender shall include male and female employees even if indicated in the masculine form, unless specifically relating to either gender and not the other.

-316 For the purpose of this Agreement, it is expressly understood and agreed by the parties hereto, that introductory titles or headings preceding the Articles set forth herein, shall not be held to in any way affect the substance, meaning or intent of any of the terms or provisions of said Article(s) contained in this Agreement.

-317 If any provision of this Agreement, or any supplement thereto, is found invalid by operation of law or by any board of competent jurisdiction, or if compliance with or enforcement of any provision should permanently be restrained by any such court, the remainder of this Agreement, and any supplements thereto, shall remain in full force and effect, and the Employer and the Association at the request of either party, shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision or supplement.

### TERMINATION AND MODIFICATION

-318 This Agreement shall continue in full force and effect until 11:59 p.m., September 30, 1988.

-319 There will be a reopening of the Agreement in the second and third years for the following specific purposes.

-320 For the contract year effective October 1, 1986, the parties may submit proposals on a general salary adjustment for that year, up to three (3) non-economic issues and one (1) fringe benefit issue. Proposals are to be submitted no sooner than July 1, 1986.

-321 For the contract year effective October 1, 1987, the parties may submit proposals on a general salary adjustment, up to three (3) non-economic issues and on (1) fringe benefit issue. Proposals are to be submitted no sooner than July 1, 1987.

-322 If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of termination of this Agreement as provided in this paragraph or notice of amendment, as hereinafter provided, or if each party giving notice of termination withdraws the same prior to the termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by other party on sixty (60) days written notice prior to the current year's termination date.

-323 If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date, give written notice of amendment in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination but not before the effective termination date of this Agreement. Any agreements that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

-324 Notice of Termination and Modification. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed to the Association and if to the Employer, addressed to the Director of Employee Relations or to any such address as the Association or the Employer may make available to each other.

EFFECTIVE DATE

-325 This Agreement shall become effective October 1, 1985. IN WITNESS WHEREOF, the parties have set their hands this 18th day of February, 1986.

MICHIGAN STATE UNIVERSITY
ADMINISTRATIVE PROFESSIONAL
ASSOCIATION

Terry O'Connor
President, MSUAPA

Pat Cesarz
Treasurer

Corrie Hohly
Director

Donald Reisig, Esq.
Chief Negotiator

MICHIGAN STATE UNIVERSITY

Roger Wilkinson
Acting VP, Fin & Oper Treas

C. Keith Groty
Asst VP, Pers & Emp Rels

Samuel A. Baker
Director, Employee Relations

Dr. Robert Banks
Asst Provost, Ac Per Admin

Dr. Erwin Bettinghaus
Dean, Communication Arts

Dorothy Hopkin
Director, Admin Info Servs

Dr. John Jody, Jr.
Assc Dean, Veterinary Med

Steven Meuche
Radio Sta Dir, WKAR Radio

Dr. James Studer
Asst VP, Stu Afrs Vice Pres

Dr. Fred Whims
Assc Director, Ext Admin

## ADDENDUM TO AGREEMENT

Mr. Samuel A. Baker
Director of Employee Relations
Michigan State University
Nisbet Office Building
East Lansing, Michigan 48824

Re: Agency Shop Provisions - Administrative-Professional Association

Dear Mr. Baker:

Pursuant to our discussion and agreement, the Executive Board of the Administrative-Professional Association has authorized me to enter into an agreement whereby we would reimburse Michigan State University for some of the amounts paid by Michigan State University by way of a "dues refund" resulting from the Michigan Employment Relations Commission's ruling in Case No. C81 J-369. It is our voluntary undertaking that over the next five years, as long as the Administrative-Professional Association remains the recognized bargaining unit for the administrative-professional nonsupervisors at Michigan State University, that we will pay a total of $33,710.30 to the University in five annual installments of a least $7,000.00 for the first four years, with $5,710.30 to be paid during the final year. The first payment shall be due on or before December 1, 1986. The amount of this undertaking shall not bear interest.

Sincerely yours,

MICHIGAN STATE UNIVERSITY
ADMINISTRATIVE-PROFESSIONAL ASSOCIATION

Terry O'Connor

TOC:clt

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# 1986

**JANUARY**

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## IMPORTANT DATES

**JANUARY**
1 New Year's Day
20 Martin Luther King, Jr. Day

**FEBRUARY**
12 Lincoln's Birthday
12 Ash Wednesday
14 Valentine's Day
17 Washington's Birthday - Observd.
22 Washington's Birthday

**MARCH**
17 St. Patrick's Day
23 Palm Sunday
28 Good Friday
30 Easter Sunday

**APRIL**
24 Passover

**MAY**
11 Mother's Day
17 Armed Forces Day
19 Victoria Day (Canada)
26 Memorial Day - Observd.
30 Memorial Day

**JUNE**
14 Flag Day
15 Father's Day

**JULY**
1 Canada Day (Canada)
4 Independence Day

**SEPTEMBER**
1 Labor Day

**OCTOBER**
4 Rosh Hashanah
12 Columbus Day
13 Columbus Day - Observd
13 Yom Kippur
13 Thanksgiving Day (Canada)
24 United Nations Day
31 Halloween

**NOVEMBER**
4 Election Day
11 Veterans Day
27 Thanksgiving Day

**DECEMBER**
25 Christmas Day
27 Hanukkah

**JULY**

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### JANUARY

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### FEBRUARY

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7 Labor Day
24 Rosh Hashanah

**OCTOBER**
3 Yom Kippur
12 Columbus Day
13 Thanksgiving Day (Canada)
24 United Nations Day
31 Halloween

**NOVEMBER**
3 Election Day
11 Veterans Day
26 Thanksgiving Day

**DECEMBER**
16 Hanukkah
25 Christmas Day

### JULY

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**JANUARY**

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**FEBRUARY**

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| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | | | | | |

**MARCH**

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 | | |

**APRIL**

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |

**MAY**

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | | | | |

**JUNE**

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | | |

## IMPORTANT DATES

**JANUARY**
1 New Year's Day
18 Martin Luther King, Jr Day

**FEBRUARY**
12 Lincoln's Birthday
14 Valentine's Day
15 Washington's Birthday - Observd
17 Ash Wednesday
22 Washington's Birthday

**MARCH**
17 St Patrick's Day
27 Palm Sunday

**APRIL**
1 Good Friday
2 Passover
3 Easter Sunday

**MAY**
8 Mother's Day
21 Armed Forces Day
23 Victoria Day (Canada)
30 Memorial Day

**JUNE**
14 Flag Day
19 Father's Day

**JULY**
1 Canada Day (Canada)
4 Independence Day

**SEPTEMBER**
5 Labor Day
12 Rosh Hashanah
21 Yom Kippur

**OCTOBER**
10 Thanksgiving Day (Canada)
10 Columbus Day - Observd
12 Columbus Day
24 United Nations Day
31 Halloween

**NOVEMBER**
8 Election Day
11 Veterans Day
24 Thanksgiving Day

**DECEMBER**
4 Hanukkah
25 Christmas Day

**JULY**

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 31 | | | | | | |

**AUGUST**

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | | | |

**SEPTEMBER**

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | |

**OCTOBER**

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | | | | | |

**NOVEMBER**

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | | | |

**DECEMBER**

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |